



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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JAMES A. NOYES, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

May 7, 2003

IN REPLY PLEASE
REFER TO FILE: **OS-2**

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**TRAFFIC SIGNAL MAINTENANCE AGREEMENT
CITY OF HERMOSA BEACH
SUPERVISORIAL DISTRICT 4
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chair to sign an agreement with the City of Hermosa Beach for traffic signal maintenance services at no net cost to the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The State of California has relinquished a portion of State Highway 91 (Artesia Boulevard) and the traffic signals on it to the local jurisdictions. The City of Hermosa Beach is requesting that Public Works maintain the traffic signals relinquished to their City. In order to perform this traffic signal maintenance, a Traffic Signal Maintenance Agreement between the City and County is necessary.

Implementation of Strategic Plan Goal

This action is consistent with the County Strategic Plan Goal of Service Excellence. Execution of this agreement will enable Public Works to provide its resources, expertise, and experience to the City to maintain these traffic signals in a responsive, efficient, and cost-effective manner.

The Honorable Board of Supervisors
May 7, 2003
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FISCAL IMPACT/FINANCING

Your Board's adoption of the enclosed agreement will result in no net fiscal impact to the County. The funding for these services is available annually in the Road Fund Budget and will be fully reimbursed by the City.

FACTS AND PROVISION/LEGAL REQUIREMENTS

County Counsel has approved the agreement as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There are no anticipated impacts to current services or projects.

CONCLUSION

Enclosed are three copies of the agreement, which have been executed by the City. Upon approval, please return the City's original and two fully executed agreements bearing the agreement number, together with two approved copies of the letter, to Public Works for processing. In addition, please forward a copy of the agreement along with one approved copy of this letter to the Auditor-Controller's office. The County file copy is for your file.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

RJS:dw
P:OSPUB/TECH/DOC03/HERMOSA BEACH AGREEMENT.WD

Enc.

cc: Chief Administrative Office
County Counsel

A G R E E M E N T

This AGREEMENT, made and entered by and between the CITY OF HERMOSA BEACH, a municipal corporation, hereinafter referred to as "CITY," and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as "COUNTY":

W I T N E S S E T H

WHEREAS, CITY and COUNTY desire to provide for the maintenance of traffic signals, illuminated street name signs, and highway safety lighting installations, which are partially or wholly under jurisdiction of one or both of the parties hereto, and to arrange herein for the particular maintenance functions to be performed and to specify the cost of such maintenance.

NOW, THEREFORE, it is mutually agreed as follows:

(1) COUNTY AGREES:

- a. COUNTY will perform at a level of service equal to that which COUNTY performs for COUNTY-owned traffic signals, routine traffic signal, illuminated street name sign, and highway safety lighting maintenance, hereinafter referred to as "routine maintenance", and extraordinary traffic signal, illuminated street name sign, and highway safety lighting maintenance, hereinafter referred to as "extraordinary maintenance", at locations shown in Appendix "A".
- b. For each highway intersection shown in Appendix "A", the parties hereto shall share the expense of such services in the same proportion that the number of approaches or percentages of approaches under their respective jurisdiction bears to the total number of approaches entering said intersection.

The jurisdictional share at an intersection shall be determined by the methods described in Appendix "B".

- (2) Routine maintenance includes patrolling for traffic signal malfunctions, illuminated street name sign, and highway safety lighting outages; inspection, testing, and timing of traffic signal controllers, and field repairs made during routine inspection.
- (3) Each party that provides routine maintenance shall establish a flat monthly rate per intersection for routine maintenance. This monthly rate shall be the average monthly cost of routine maintenance for all traffic signals that each maintains and operates, regardless of location. These monthly rates shall be used for billing and shall be revised and adjusted for each fiscal year to ensure an equitable annual cost.

- (4) Extraordinary maintenance includes addition or replacement of major traffic signals, illuminated street name signs, and highway safety lighting equipment due to obsolescence, wear, or inadequacy; repair due to damage from any cause, including vandalism, except those field repairs made to equipment internal to the controller cabinet during routine maintenance inspection calls; replacement of inductive loop detectors and detector pads; extensive repainting; and relamping and replacement of ballasts for illuminated street name signs and highway safety lighting. Excepted are those highway safety lighting installations owned and maintained by Southern California Edison Company.
- (5) Extraordinary maintenance which exceeds \$500 in cost (except that necessary to maintain operation) shall be subject to the approval of the CITY's authorized designate, when performed by COUNTY, AND SUBJECT TO THE WRITTEN APPROVAL OF THE Director of Public Works or his authorized designee, when performed by the CITY. All costs shall be assessed directly against the installation involved. **Denial of such approval shall void the provisions of Paragraph 2 of the hereinafter noted "Assumption of Liability Agreement."**
- (6) COUNTY will provide for the furnishing of electrical energy at locations shown in Appendix "A" which are partially under the jurisdiction of either of the parties hereto. Each party hereto will provide for the furnishing of electrical energy at locations which are wholly within their respective jurisdiction. The expense of all electrical energy shall be shared by the parties hereto in the same proportion that the number of approaches or percentage of approaches under their respective jurisdiction bears to the total number of approaches entering said intersection.
- (7) Bills for routine maintenance, extraordinary maintenance, and electrical energy shall be rendered monthly. The first bill for routine maintenance in the fiscal year shall show the itemization of salaries and wages, material, equipment, and appropriate overheads upon which the flat rates referred to in Paragraph 3 are based. Materials shall include miscellaneous items of service and expense. All bills for extraordinary maintenance shall show the itemization specified above.
- (8) On bills for routine and extraordinary maintenance, current percentages may be added to salaries and wages for overhead and to equipment costs for depreciation of equipment. These percentages, if added, shall be shown as separate items in the rates for routine and extraordinary maintenance.

- (9) Traffic signal, illuminated street name sign, or highway safety light installations may be added to or deleted from Appendix "A" under the terms of this Agreement by so stipulating in subsequent agreements or by written approval of both the Director of Public Works of the COUNTY and the CITY's authorized designee. The same approval procedure shall be used to revise each agency's share of the cost of maintenance as required by changing jurisdictions.

- (10) **The provisions of Paragraph 2 of the "Assumption of Liability Agreement" heretofore entered into between the parties** hereto referring to the exception to the CITY's agreement to assume liability and hold COUNTY harmless, are expressly made applicable to this Agreement only in the following situation:

With reference only to those locations shown in Appendix "A" for routine maintenance and for extraordinary maintenance at those locations where the estimated cost is under \$500, and for extraordinary maintenance at those locations where the estimated cost is over \$500, and the cost approved by the CITY as designated in Paragraph 5 of this Agreement.

Except as herein indicated, the provisions of said Paragraph 2 shall remain in full force and effect.

- (11) This Agreement shall supersede all prior CITY-COUNTY agreements regarding the maintenance of traffic signals, illuminated street name signs, and highway safety lighting.
- (12) This Agreement shall be effective upon execution by both parties and may be terminated upon thirty (30) days written notice by either party.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF HERMOSA BEACH on _____, 2002, and by the COUNTY OF LOS ANGELES on _____, 2002.

COUNTY OF LOS ANGELES

ATTEST:

By _____
Chair/Chairman, Board of Supervisors

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By Fredrick G. Smith
Deputy

CITY OF HERMOSA BEACH

By [Signature]
Mayor

ATTEST:

By [Signature]
City Clerk

By [Signature]
City Attorney

Agreement No. 4XXXX

APPENDIX "A"

COUNTY - CITY of HERMOSA BEACH

Agreement for Maintenance of Traffic Controlled Devices

County Maintained

T. S. #	LOCATION	COUNTY SHARE	CITY SHARE	HWAY SAFETY LIGHTS	ILLUM. S.N. SIGNS
TS3257	Artesia Bl at Meadows Av	0%	66.25%	2	2
TS3259	Artesia Bl at Prospect Av	0%	68.75%	2	2

APPENDIX "B"

County-City Cost Sharing
for Traffic Signals
and for
Traffic Signal Interconnected Systems

1. Traffic Signals

The method used to determine equitable shares of costs for jointly owned signals is based on the number of approaches or percentages of approaches of the intersection lying in each jurisdiction. (See examples 1 and 2 in the attachment.)

The following rules apply:

- a. The length of the approach extends from the centerline of the traveled way of the cross street to 300 feet away from the centerline. The width of the approach extends from the centerline of the traveled way to the face of the exterior curb or edge of pavement if no curb exists.
- b. If all of the territory of a given agency lies outside the defined approach areas, the agency does not share in the cost of installation, modification, or maintenance of the traffic signal. However, if any above-ground signal hardware lies within the territory of such an agency, that agency should be a party to the signal maintenance agreement.
- c. Unusual fractional percentages may be rounded to the nearest one-half percent.
- d. These rules may be altered in special cases, and the shares may be determined by any other reasonable means acceptable to all concerned.

2. Traffic Signal Interconnection Systems

a. Leased Telephone Lines

Hardware installation and modification costs are charged to the intersection and are shared among joint owners as described in section 1 above. Total project cost to each agency is the sum of its cost shares of all intersections.

b. County or City Owned Direct Interconnect

Half the cost of laying cable or stringing wire between each pair of adjacent signalized intersections is assigned to each of the intersections. It is then considered a part of the intersection cost. The resulting cost figures are treated as in section 2a.